



## TERMS AND CONDITIONS

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1. The tours are conducted and/or organised by Odyssey Ecotours trading as Odyssey Tours & Safaris (OTS). OTS may engage appropriate tour operators to coordinate and provide certain parts of the tours. Those tour operators, in turn, may be agents for the relevant transportation carrier, hotel, ground operator, and any other supplier of services connected with these tours ("other providers"). The other providers are solely responsible for and liable for providing their respective services.

2. OTS, their employees, tour operators and the other providers shall not be liable for and the participant releases each of them from any claim arising from:-

a) any damage or loss of property or injury or death of persons occasioned directly or indirectly by an act or omission of any other provider howsoever caused, including but not limited to, any damage, loss, injury or death caused or contributed to by any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider;

b) any loss or damage due to delay, cancellation or disruption howsoever caused, including but not limited to those caused by laws, regulations, acts or failures to act, demands, orders, interpositions of any government or agent thereof, acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause;

c) any transportation carrier's cancellation penalty incurred by the purchase of a non-refundable ticket; or

d) any loss of, damage to, or delay in receiving any participant's baggage or personal effects during a journey, such items at all times being the sole responsibility of the participant; whether or not such loss and damage was caused or contributed to by the negligence of OTS or any other provider.

3. By registering for a tour, each participant certifies and warrants that he/she does not have any mental, physical, or other condition or disability that would or could reasonably create a hazard for him/her or other participants. OTS and their designated tour operators reserve the right in their absolute discretion to accept or decline to accept a reservation from a participant or to remove any participant from a tour at any time including after commencement of the tour.

4. Participants are also subject to specific terms and conditions applicable to the relevant tour operator's services. Participants acknowledge that they have read and agree to comply with those specific terms and conditions.

5. a) All prices quoted in the brochure are per person prices based on two persons sharing a tent, room or cabin, unless otherwise stated. Where single occupancy is provided on a tour, single travellers may have to pay a single supplement, the amount of which will be advised to the participant at the time of booking (if not specified in the brochure).

b) All prices are quoted in Australian Dollars unless otherwise specifically stated in the brochure.

c) The prices are based on current tariffs and are subject to change due to unforeseen circumstances, exchange rate fluctuations or changes to the prices charged by designated tour operators and other providers. While OTS will do everything reasonably possible to maintain the listed prices, if it is necessary to levy a surcharge, OTS reserves the right to do so, and notification will be given at the time of final invoicing.

d) Where prices are quoted in US dollars, invoices will be raised in US dollars and final payment will be required in US dollars under the same payment conditions as outlined below.

6. Any participant under the age of 18 years must be accompanied by a parent or guardian over the age of 18 years for the entire tour. In the interests of safety, participants must not be below the minimum age accepted by the tour operator of the relevant tour. Some itineraries are not appropriate for children.

7. Tour prices include: -

a) accommodation and meals as indicated in the itinerary; welcome drink on camping safaris

b) All entrance fees;

c) Pre-departure information;

d) Excursions and sightseeing;

e) Ground transportation during tours and transfers to and from group flights where applicable;

f) Services of experienced guide; and

g) Australian GST.

Tour prices do not include: -

a) Air transportation and related fees and taxes (except as indicated in the itinerary);

b) Passport and visa expenses;

c) Baggage/accident/cancellation insurance; and

d) Personal expenses such as laundry, telephone calls, alcoholic beverages and any other items not specifically indicated as included in the itinerary.

8. A limited number of single rooms or tents is available on tours and are allocated on a first-come, first-served basis. Single occupancy may not be available on certain tours and if so, participants travelling alone may be required to share accommodation with another participant of the same sex.

9. To reserve a place on any tour, a deposit of 20% of the tour price is payable within 7 days of the time of making the booking and final payment is due no later than 1 month prior to departure. Deposits and all other booking payments must be made by cheque, credit card or direct deposit.

10. OTS may, at its option, cancel any booking in relation to which a final payment has not been made within the specified time. If so the cancellation fees specified in paragraph 13 below will be payable by the participant as if the participant had cancelled the booking.

11. All cancellation notices must be sent to OTS in writing and will become effective as at the date of receipt by OTS. Per person cancellation fees are as follows:

· 30 days or more prior to departure: 80% refund or 20% due

· 30-10 days prior to departure: 50% refund or 50% due

· With in 10 days to departure: 100% or 100% due

Cancellation fees are payable within 14 days of the cancellation. If a deposit has been paid, the cancellation fee will be deducted from the deposit and the balance of the deposit will be returned to the participant.

Where a tour includes the cost of an air transfer the cost of any cancellation fee associated with that transfer may be included in the cancellation fee charged by OTS.

12. No refund will be made in circumstances where a participant leaves a tour. If OTS or its designated tour operator cancels a tour prior to departure, the participant will receive a full refund of monies paid to OTS or its designated tour operators. OTS and their designated tour operators and tour administrators shall not be responsible for a participants' failure to recover the cost of any non-refundable airline tickets or for any airline tickets purchased by the participant directly from an airline or travel agent. Participants must satisfy themselves as to the terms and conditions applicable to the airline tickets.

13. Travel insurance and trip cancellation insurance is strongly recommended and advised.

14. Itineraries and other destination information are subject to modification and change by OTS without notice. While every reasonable effort will be made to operate programs as planned, due to the adventurous nature of the tours and the many influencing circumstances, alterations may still occur after final itineraries are sent.

15. Participants must be in good physical and mental health. Any physical condition requiring special attention, diet or treatment must be indicated in writing when the booking is made. OTS and some of the other providers require medical information to be provided prior to departure as a condition of accepting a reservation. OTS and its designated tour operators reserve the right to decline to accept any person as a member of a tour or to require any participant to withdraw from a tour at anytime if to do so is determined by OTS and/or the designated tour operators to be in the best interests of the tour group or the individual participant.

16. OTS and the other providers reserve the right to take photographs or videos of the participants during the operation of any tour or part thereof, and to use the resulting images for promotional purposes. By booking a reservation with OTS, participants agree to allow their images to be used for such purposes. Participants who prefer that their image not be used must identify themselves to their Guide at the commencement of the tour.

17. Other terms and conditions may apply to a particular tour and OTS reserves the right to introduce those other terms and conditions at any time. Participants agree to accept and abide by the same and booking a tour shall constitute their consent to those other terms and conditions being introduced.

18. The terms and conditions are governed by the laws of New South Wales and the participants agree that the Courts of New South Wales shall have exclusive jurisdiction to hear any matter arising in relation to these terms and conditions.

19. If a Court finds that any part of these terms and conditions is invalid, that invalid part shall be severed from the remaining terms and conditions so as to preserve the validity of the remaining terms and conditions.

20. These terms and conditions apply to all tours including those in the brochure. By making a booking on a tour, participants warrant that they have read these terms and conditions and agree to be bound by them and to all other terms and conditions notified to them from time to time.